

U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE		
REVOCATION AND APPOINTMENT OF POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST and 3.73(b) STATEMENT		Docket Number: H-PM-00024 (1800-24 11443/160
Application Number: 10/785,672	Filing Date: February 23, 2004	Inventors: Michael Whitman et al.
Invention Title: SURGICAL CUTTING AND STAPLING DEVICE		Art Unit: 3721

I hereby certify that this correspondence is being electronically submitted to the United States Patent and Trademark Office via the Office electronic filing system on October 29, 2009

Signature: /Loretta E. Charles/
Loretta E. Charles

Sir:

Transmitted herewith for filing in the above-identified patent application is a Revocation of Prior Power of Attorney and Appointment of Power of Attorney by assignee of the entire right, title and interest along with a Statement Under 37 CFR 3.73(b).

Please make the documents of record in this application.

No fees are believed to be due for the submission. However, if any fees are due, the Commissioner is authorized to charge the deposit account of **Kenyon & Kenyon LLP**, Deposit Account No. **11-0600**, for such fees.

Respectfully submitted,

Date: October 29, 2009

By: /Clifford A. Ulrich/
Clifford A. Ulrich
(Reg. No. 42,194)
KENYON & KENYON LLP
One Broadway
New York, New York 10004
(212) 425-7200
CUSTOMER NO. 91478

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

91,478

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:



The address associated with Customer Number:

91,478

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Email		

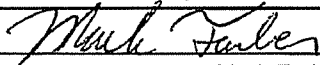
Assignee Name and Address:

Power Medical Interventions LLC
15 Hampshire Street
Mansfield, MA 02048

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	Oct. 12, 2009
Name	Mark Farber	Telephone	203-492-5000
Title	Vice President and Assistant Secretary		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s): Michael P. Whitman et al.
Serial No.: 10/785,672
For: SURGICAL CUTTING AND STAPLING DEVICE
Filing Date: February 23, 2004
Examiner: Gloria R. Weeks
Art Unit: 3721
Confirmation No.: 2683

STATEMENT UNDER 37 C.F.R. § 3.73(b)

Sir:

POWER MEDICAL INTERVENTIONS, LLC having a place of business at **15 Hampshire Street, Mansfield, Massachusetts 02048**, states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of: (1) an assignment from the inventor of the patent application identified above to **POWER MEDICAL INTERVENTIONS, INC.**; and (2) a merger of **POWER MEDICAL INTERVENTIONS, INC.** into **POWER MEDICAL INTERVENTIONS, LLC**. Copies of the assignment from the inventors to Power Medical Interventions, Inc. and the certificate of merger of **POWER MEDICAL INTERVENTIONS, INC.** into **POWER MEDICAL INTERVENTIONS, LLC** are attached hereto.

The undersigned is authorized to sign this Statement Under 37 C. F. R. §3.73(b) on behalf of the assignee, **POWER MEDICAL INTERVENTIONS, LLC**.

Respectfully submitted,

Dated: October 29, 2009

By: /Clifford A. Ulrich/
Clifford A. Ulrich
(Reg. No. 42,194)
KENYON & KENYON LLP
One Broadway
New York, New York 10004
(212) 425-7200
CUSTOMER NO. 91478

EXHIBIT # 1

ASSIGNMENT

WHEREAS, we,

Michael P. WHITMAN
16 Pheasant Run
New Hope, PA 18938
Citizenship: US

and

David A. Nicholas
148 Cottage Street
Trumbull, CT 06611
Citizenship: US

have made inventions and discoveries in **SURGICAL CUTTING AND STAPLING DEVICE** for which a United States Patent Application was filed on February 23, 2004 as Serial No. 10/785,672;

WHEREAS, **Power Medical Interventions, Inc.**, having a place of business at **110 Union Square Drive, New Hope, PA 18938**, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said United States Patent Application, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said inventions and discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions and discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

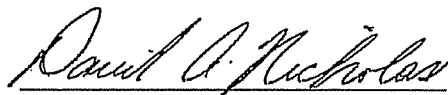
5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17 day
of April, 2004.

A handwritten signature in black ink, appearing to read 'Michael P. Whitman', written over a horizontal line.

Michael P. WHITMAN

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day
of APRIL, 2004.


David A. NICHOLAS

683915-1

EXHIBIT # 2

CERTIFICATE OF MERGER

OF

POWER MEDICAL INTERVENTIONS, INC.

INTO

POWER MEDICAL INTERVENTIONS, LLC

Pursuant to Section 18-209 of the Limited Liability Company Act of the State of Delaware and Section 264 of the General Corporation Law of the State of Delaware

FIRST: The name and jurisdiction of formation or organization and domicile of each of the constituent entities is: Power Medical Interventions, LLC, a Delaware limited liability company (the "LLC"), and Power Medical Interventions, Inc., a Delaware corporation (the "Corporation").

SECOND: The Corporation and the LLC have entered into an Agreement of Merger, dated as of September 23, 2009 (the "Merger Agreement"), providing for the merger of the Corporation with and into the LLC pursuant to Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "DLLCA") and Section 264 of the General Corporation Law of the State of Delaware (the "DGCL"). The Merger Agreement has been approved, adopted, certified, executed and acknowledged in accordance with Sections 18-204 and 18-209 of the DLLCA, in the case of the LLC, and Sections 103 and 264 of the DGCL, in the case of the Corporation.

THIRD: Power Medical Interventions, LLC shall be the surviving entity in the merger (the "Surviving LLC").

FOURTH: The Merger Agreement is on file at an office of the Surviving LLC at 15 Hampshire Street, Mansfield, MA 02048. A copy of the Merger Agreement will be furnished by the Surviving LLC, on request and without cost, to any member of the LLC or to any stockholder of the Corporation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Surviving LLC has caused this Certificate of
Merger to be duly executed as of the 23rd day of September, 2009.

POWER MEDICAL INTERVENTIONS, LLC

By: /s/ Matthew J. Nicolella
Name: Matthew J. Nicolella
Title: Authorized Person